



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: **17-1689**

Title:..... Offsite Records Management and Storage

Issue Date: May 16, 2017

Proposals Due No Later Than: June 16, 2017, 5:00 P.M.

Location for Receipt of Proposals: Chesterfield County Purchasing Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Vin Kamatchi, VCO, at (804) 717-6307 or by email to purchasing@chesterfield.gov. **Inquiries must be received at least 14 calendar days prior to the due date in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Chesterfield Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Women-Owned Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Small Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
Service Disabled Veteran-Owned Business	<input type="checkbox"/> Yes <input type="checkbox"/> No		

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I. PURPOSE

The purpose of this Request for Proposals is to solicit sealed proposals from qualified firms to establish a multi-year contract for off-site records retention and storage services. Chesterfield County and Chesterfield County Public Schools, herein referred to as “the County”, seeks solutions related to all aspects of records retention and storage, including transition of existing records, security management, storage carton information, storage facilities and digital information storage.

II. BACKGROUND

The County government is comprised of approximately fifty departments. As of May 1, 2017, forty-four departments are using the off-site records management and storage services. Nothing in this RFP is meant to imply that the Contractor will be the sole provider of these services for Chesterfield County.

III. SCOPE OF WORK/SPECIFICATIONS

A. Transportation of Records

1. At the commencement of the contract, the Contractor is to assume full responsibility for the transportation of all records stored at the location of the County's Incumbent Contractor (Incumbent). The Contractor should provide all equipment, materials, labor, and transportation that may be necessary to retrieve the existing records from the loading dock of the current Contractor's facility. Note that the Contractor's personnel will almost certainly not be allowed inside the current Contractor's facility due to privacy/security/safety/insurance concerns. The anticipated count of cartons to be retrieved will be approximately 26,000. Most, but not all, will be standard 1.2 cubic foot boxes. The Contractor will be responsible for bar-coding and labeling all cartons and for any necessary data entry into their database, hereinafter referred to as “set up”.
2. Incumbent:
Centre Carriers Corp.
T/A Dunmar Records Management
2602 Deepwater Terminal Road
Richmond, VA 23234
3. The Contractor shall be responsible, at its sole expense, for providing any and all security precautions necessary to ensure the safety of the Chesterfield County records when transporting them to the Contractor's storage facility. The Offeror should include in their response a timeline for the transfer/transportation and set up of the records from the Incumbent's facility to the Contractor's facility.
4. Upon contract award, transfer of records from the incumbent to the Offeror's facility shall begin. The Contractor shall make all services as required in the contract available to Chesterfield County for records in their possession as well as pick-up requests from the County. The Incumbent will continue to be responsible for delivery

requests made by the County until the current contract expiration for those records not yet transferred to the new Contractor's facility.

B. Storage Carton Information

1. The County will label new cartons with a self-adhesive barcode for identification and inventory purposes. The Contractor should provide barcode labels which will be affixed to the cartons prior to the Contractor picking-up the cartons for storage. The barcode labels should be at a minimum 2 $\frac{3}{4}$ " wide x 1 $\frac{3}{4}$ " high and should be perforated for easy use by County staff.
2. The vast majority of the records from the County are stored in standard 1.2 cubic foot, lidded cartons with insert handles with the dimensions 15" x 12" x 10". Monthly storage fees will be determined on a per carton basis. On occasion the County will use non-standard cartons as well as tubes for drawings, plats and schematics, and boxes for X-Ray storage. The Contractor should offer pricing for non-standard cartons. The Contractor should return any boxes that exhibit damage or weakness to the County for re-boxing. The Contractor may not re-box any County boxes. In addition, the County will store land books and electronic media.
3. The County reserves the right to purchase its own cartons from its own sources for storage of records with the Contractor. The Offeror should provide pricing for standard cartons that meet the dimensions and specifications stated above, however the Offeror shall not impose any requirement that the County uses a certain brand of records storage carton. Moreover, the County may, at its discretion re-use boxes that are still in sturdy condition.

C. Contractor's Storage Facility

1. The Contractor should provide details of its storage facility including leasing or ownership details, location, and climate control. The Contractor should either own the facility where it intends to store Chesterfield County records, or provide proof that its lease with the facility owner is coterminous with or longer than the contemplated contract with the County including any optional renewal terms. The storage facility must be secured and inaccessible to all but the Contractor's authorized personnel. Other customers of the Contractor may not be allowed access to any area of the facility where County records are stored, or staged prior to delivery, re-file, or destruction.
2. The storage facility should have enough available space to accommodate an additional 15,000-18,000 cartons over the course of this contract.
3. The Contractor should include with their proposal a thorough description of the security capabilities of their facility, including any alarm systems equipped.
4. Nobody other than Contractor staff should have access to the Storage Facility. Customers also being served by the Contractor shall at no point ever have access to the storage area where County records are stored. If this is not possible, in some areas of the facility, then no customer of the Contractor may be permitted access to any area where County records are stored unless accompanied by Contractor

personnel for the entire duration of the visit.

5. The storage facility should be located close enough to the main County Campus (bounded by Iron Bridge Road, Krause Road, and Courthouse Road in Chesterfield, Virginia) to enable “2-hour emergency deliveries” for retrieved boxes.
6. The storage facility must be constructed and maintained in such a way that no damage to County records may result from scenarios including but not limited to: exposure to sunlight, the elements (including simple heat or cold), mold, mildew, vermin damage or infestation, water damage of any kind to include condensation, or from any other damage causing contingency including the loss of electric power.
7. The Contractor should provide a climate-controlled area in its main storage facility which provides protection for electronic and non-paper media. New electronic media which may become commercially acceptable after the start of this contract should also be covered. Humidity and adequate ventilation should be a consideration for the climate-controlled area. The climate-controlled area must be inaccessible to all but the Contractor’s authorized staff, and kept locked/secure at all times.
8. Offeror should offer vaulting services for use by Chesterfield County. Vault may be the same facility as the climate-controlled area.
9. County records should not be stored with or near any hazardous or bio-hazardous materials
10. County records should be stored at least 18 inches above the floor of the storage facility.
11. The Contractor should include with their proposal information on any fire prevention/suppression/extinguishing devices or procedures, including but not limited to sprinklers, chemical systems, and fire extinguishers.
12. The County reserves the right to conduct, at its discretion, audits of the Contractor’s facility in order to ensure compliance with the terms and conditions of any resulting contract. The Contractor shall cooperate in the audit, furnishing inventory, destruction, invoicing and any other administrative records requested for auditing purposes. The Contractor should supply a suitable work location at the storage facility for the County Auditors to conduct their audit.

D. Pick-Up and Delivery

1. The Contractor should describe their methodology in providing pickup and delivery services. Information on “rush” or emergency pickup/delivery should also be included. Pickup and delivery services will be to and from the Chesterfield County Government Campus in the geographic area bounded by Ironbridge Road, Courthouse Road, Krause Road, Lori Road, Lori Lane, Government Center Parkway, Public Works Road, 9500 Courthouse Road, Mimms Loop, Mimms Drive, Public Safety Way, Lucy Corr Circle, Lucy Corr Boulevard, Courtview Lane, Frith Lane, Courts Complex Road, Jury Drive, and the locations of Chesterfield County Technical Center, O.B. Gates Elementary School and Lloyd C. Bird High School.

The County also has “remote” facilities including but not limited to library branches, Police stations, Fire stations, Mental Health Group Homes, water treatment plants, and rescue squads (not all of these request or refile record boxes). Note also that, as part of a Memorandum of Understanding, the County provides storage and stored boxes destruction service (only) to a financial institution with a branch office on the County campus, and that institution has at least one other branch which also occasionally requires pick-ups and deliveries of stored records.

2. The Contractor should not utilize a courier or commercial delivery service when picking up or delivering requested files or cartons to and from the County. County boxes must be transported in a vehicle that does NOT have an open bed. The Contractor shall be responsible for providing any and all security precautions necessary to ensure the safety of County records when picking-up and/or delivering requested records to and from the County. Only regular employees of the Contractor may be entrusted with the handling of County records. Contractor’s employees should have and display picture identification while on County premises (issued through the County’s Security Management office). Contractor vehicles must carry a “spill kit” acceptable to the County’s General Services – Environmental section, and utilize it to clean up any identified leak of any automotive fluid that contains petroleum, which may emanate from the contractor’s delivery truck whenever it is on County premises.
3. Deliveries may be requested via telephone, fax or email or by means of the Contractor’s online database. A list of “authorized users” from each County department will be provided to the Contractor. In the event someone not on the list wishes to retrieve a box or boxes of County records, Contractor must seek from the County Records Administrator authorization to fulfill any such request prior to completing the request, in order to ensure that the requestor is indeed a Chesterfield County employee. The Chesterfield County requestor or department liaison must sign a pick-up and/or delivery notice as proof of transaction whenever pick-ups or deliveries occur. The Contractor and its employees must observe all Chesterfield County regulations and expectations regarding access to County facilities, restricted and/or designated parking, smoking and appropriate behavior and speech while on County premises.

Excluding rush requests, the Contractor should expect make one visit to the County campus in the morning, and one in the afternoon. In addition to this daily routine, there will be requests for pick-ups or deliveries to outlying County facilities, and infrequently to non-County facilities. Trips to the County campus will generally involve 1 – 10 stops, but more than that is not out of the question.

The Contractor should charge one base transportation fee that the County will be charged for each occurrence for which the Contractor makes a delivery to and/or a pick-up from Chesterfield County Government Campus in the geographic area bounded by Ironbridge Road, Courthouse Road, Krause Road, Lori Road, Lori Lane, Government Center Parkway, Public Works Road, 9500 Courthouse Road, Mimms Loop, Mimms Drive, Public Safety Way, Lucy Corr Circle, Lucy Corr Boulevard, Courtview Lane, Frith Lane, Courts Complex Road, Jury Drive, and the locations of Chesterfield County Technical Center, O.B. Gates Elementary School and Lloyd C. Bird High School. The Contractor may charge a per stop fee, defined as one or more

additional instances of delivery/pick-up from one department or building among the facilities in the geographic area described above, to cover any cost of delivering or picking up from multiple buildings within this area. There is no limit to the number of boxes that may be requested for retrieval or re-file; typically, the numbers range from 1 – 20, but requests involving 100+ boxes, while rare, are not unheard of. Offeror's personnel are cautioned not to attempt to remove or deliver more boxes than can safely and successfully be handled at one time.

On occasion the County will have an Emergency Request for a box or boxes to be delivered. In the event of an Emergency request, the Contractor will be responsible for delivering the requested material within 1- 2 hour(s) of the time of the request. The County shall determine which timeframe, 1 hour or 2 hours, is required based on the nature of the Emergency. Emergency delivery pricing shall only be applied if Chesterfield County specifically requests an emergency delivery. Should Chesterfield County request multiple files/cartons for the same emergency delivery only one emergency transportation delivery fee should be charged,

Please be aware that County staff customarily use the terms "rush", "emergency", and "ASAP" synonymously. County staff must request any such enhanced delivery of their own volition; Contractor's staff should not suggest an accelerated delivery.

E. Contractor Personnel

Methodology of screening employees should be included with proposals.

F. Internet Accessible Database

1. Chesterfield County currently utilizes the O'Neil Software, Inc. "RSWeb" (5.00.09.0) online database. Offerors should indicate in their proposal the name/type of Internet Accessible database they utilize at their facility. Space has been provided on the Pricing Schedule for bidders to furnish this information. Offerors should include with their proposal all necessary documentation regarding their database if the bidder utilizes a database other than O'Neil Software, Inc. "RSWeb" (5.00.09.0). Chesterfield County must ensure prior to any connection to the County's systems that the use of a database other than O'Neil Software, Inc. "RSWeb" (5.00.09.0) will not conflict with the County network and that the County network shall remain secure. If the Contractor's database does not meet these requirements, any costs associated with making it meet the requirements should be borne entirely by the Contractor.
2. The Contractor should provide an online records access system to be utilized by Chesterfield County. The system should function as the Contractor's records request system and as the Contractor's administrative record of the County's stored records. The database should be accessible 24 hours per day, 365 days of the year, unless reasonable system maintenance or upgrade is necessary, at which time the downtime is not to exceed 24 consecutive hours.
3. Any training procedures should be explained in proposals. Pricing for hourly training is included in the Pricing Schedule. Initial training should be at no expense to the County if so requested within the first 180 days of the contract. Future training may

- be requested by the County after this time period at its cost. However, at no time and under no circumstance should the Offeror charge for on-going training for the County Records Administrator.
4. Any and all information pertaining to County records, including those permanently removed or shredded/destroyed must stay in the system for the duration of the contract. All such data must be included in the data transferred to a new contractor should the County cancel the contract or the contract reach expiration and award of a new contract be made to a new contractor. At the end or termination of the contract, The Contractor shall be required to turn over to the County Records Administrator an electronic file that shows the box number and status (in, out, destroyed/permanently removed) of each box of County records.
 5. The Contractor's database should, at a minimum have separate fields which must fit on a single screen to include;
 - Carton Barcode number – field must have room for 14 Characters minimum
 - County Department Name and Number - 40 characters minimum, and a drop-down menu for selecting a department
 - Library of Virginia Schedule number and record series number – field must have room for 20 characters minimum
 - Description of the record series – field must have room for 60 characters minimum
 - Key words – field must have room for 65 characters minimum
 - Listing of the carton contents – this field must be expandable to accept at least 5000 characters of data input, but the single screen requirement will be met if only 5 lines are visible before scrolling down; note that virtually unlimited space in this field is preferable, as some descriptions are extensive
 - An additional field for use by the County to include notations in the database entries – 150 characters minimum
 - Earliest (Beginning) date in the carton – 10 characters; date format shall be mm/dd/yyyy for all date fields
 - Most recent (end) date in the carton – 10 characters
 - Destruction date – 10 characters
 6. Excluding only the first field – the Carton Barcode Number field – all other fields should be pre-programmed as “sticky” by the Contractor or Contractor's software support in order to prevent the necessity for repetitive data entry by the County Records Administrator; it is a frequent occurrence that there is very little difference from one box to another emanating from the same department. The Offeror shall at no time make corrections, additions, or revisions to any County database entries without express written permission from the County Records Administrator.
 7. The database should, at a minimum;
 - Have three levels of user access: Administrator, users with read-only and request privileges, and users with read-only privileges. (Write privileges must be limited solely to the County Records Administrator.) Note that at his time, only the County Records Administrator accesses the on-line database; all other

communication with Contractor from County employees shall be through e-mail, telephone call, or fax.

- Have functionality that includes the ability to add new cartons to the system, request cartons for both delivery and pick-up, and generate destruction requests for records whose legal retention period has expired. The work order submission screen must include a field (expandable to 300 characters) for communicating information or special delivery requirements to the Contractor. Note that requesting files is discouraged by the County Administrator, and as a general rule, whole boxes are requested, even if only one file contained therein is needed. Note also that the County Records Administrator is the only County employee who may request destruction, including those instances where overflow shredding is required by a department – all such requests must come from the County Records Administrator.
 - The work order submission screen should present the following choices (can be located in a drop-down menu):
 - Deliver (bring the item to me)
 - Pick up and re-file (pick up the item from us and return it to the warehouse)
 - Perm out – deliver the box and it will not be returned
 - Perm out – box has already been delivered and will not be returned
 - Destroy (shred this item)
 - “Real-time updating” is required so that once data is keyed, it is viewable after the “Enter” key has been pressed.
 - Be backed-up to a secure device or medium every Monday through Friday, every week of the calendar year to ensure no information is lost.
 - The capability to save a list of new boxes added to the database or a list of boxes retrieved that will eventually be returned, must be a component of the database. At any one given time there may be 50 or more sets of data entry awaiting further action, and some lists may sit in the queue for months at a time.
 - The database should have robust search capabilities wherein every item of information about a box can be queried, provided it has been entered into the database.
8. The Contractor and the County Records Administrator should be able to run, save, and print standard inventory and activity reports from the database. These reports must be compatible with the County’s current office productivity software. Custom reports may be requested by the County to obtain information for specialized management requests. Only information which may be derived from the existing database may be sought in any such custom report.

G. Designation for Destruction

1. The Contractor should provide document destruction services either at the storage facility, or at a vendor location approved by the County. In their proposal submission, the Contractor should describe their destruction process, in detail. Designation for Destruction is defined as when a work order has been issued by the County Records Administrator (only) requesting that records be pulled and destroyed. The Offeror should locate, pull, and destroy all records included in that destruction request, without sorting. The destruction/shredding shall be completed within sixty days of the request from the County. County employees must have the

option to witness any such destruction. Note that the County has a separate contract for the shredding on non-public record materials, and that requests to pick up boxes for shredding will be infrequent. However, work orders to shred boxes already in storage will be commonplace.

2. Contractor may be requested to conduct pick-ups of as many as 50 cartons per department for shredding from the County Campus. This will include records/cartons that have never been stored at the Contractor's facility. The normal frequency of such shredding requests is two (2) or three (3) times per month, often less. Destruction requests, for Offeror stored records, may include up to five hundred (500) cartons at a time. Note that materials designated for pick-up for destruction do not have to be packed in 1.2 cubic foot boxes; copy paper boxes, etc., will suffice.
3. No County record, including both paper and electronic media, shall ever be disposed of by any means other than shredding unless approved by the County. No County record shall ever be made available un-shredded to a recycling facility or to any other facility, except in the case that it is that recycling facility itself which shall perform the shredding. All destruction of County records must be un-sorted; at no time should any Chesterfield record be sorted at any recycling facility. The Contractor should provide a Certificate of Destruction to the County Records Administrator for any/all records shredded. Destruction by a third party entity is discouraged.
4. No County records/cartons shall ever be disposed of un-shredded in a landfill. The County strongly prefers that all shredded records/cartons be recycled.
5. The County will pay for destruction services by the pound. Estimates of carton weight will be permitted at a maximum of twenty pounds per carton.
6. Under no circumstances shall any County records ever be subject to a system-generated auto-destruction order, including any such order generated by Contractor's on-line records management database. All destruction requests shall emanate from the County Records Administrator and will always be in writing.

H. Permanent Removal

1. Permanent removal is defined as:
 - The record/carton was returned to the County and the County will not be sending it back to offsite storage;
 - The record/carton was requested for shredding/destruction;
 - Expiration or Termination of the contract, all records and cartons are moving to a new vendor location
2. Whole records or cartons permanently removed from storage shall not appear on any subsequent monthly invoices for storage. For records or cartons which have been delivered to the County that were not requested as a permanent removal, the County shall continue to incur the monthly storage (placeholder) fee.
3. Upon expiration or termination of the contract, the Contractor shall make all records

and cartons available for release to the County or an agent acting on the County's behalf, during normal business hours, at no cost to the County, except as noted, within 30 – 60 calendar days. County will pay standard removal-from-the-shelf fee and reasonable labor cost of staging the boxes for pick-up by the new Contractor, but will pay no "hostage fees" or other handling charges or fees. The standard removal-from-the-shelf fee must be listed in the bid response and must be equal to the charge for pulling any box from the warehouse during the life of the contract, and may not include delivery or loading dock charges or other handling charges. The County does not consent to paying overtime charges for any work related to closing out the contract unless it specifically requests after hours work by Contractor personnel.

I. Security

1. The Contractor should include with their proposal a thorough description of the security capabilities of their facility, including any alarm systems equipped.
2. Nobody other than Contractor staff should have access to the Storage Facility. Customers also being served by the Contractor shall at no point ever have access to the storage area where County records are stored. If this is not possible, in some areas of the facility, then no customer of the Contractor may be permitted access to any area where County records are stored unless accompanied by Contractor personnel for the entire duration of the visit.
3. Offeror should offer vaulting services for use by Chesterfield County. Vault may be the same facility as the climate-controlled area referenced previously.

J. Privacy of County Records

All County records are to be handled with the utmost confidentiality. Storage boxes should not be accessed without being first requested by County personnel, nor should any information about County records be discussed or shared with anyone not directly employed by the County; this includes County citizens and members of the media.

K. Disaster Recovery

The Storage facility should have a back-up power system. Offeror should provide with their offer their detailed contingency plan should a disaster such as a hurricane or major power outage that lasts for more than 24 hours, etc., occur.

L. Liquidated Damages

The County is supplying original documents of its public records. All documents are confidential and must be carefully safeguarded. Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Contractor shall be held responsible for lost, stolen and/or damaged records. The Offeror shall be held liable to reimburse the County \$100.00 for any carton that is lost, stolen, damaged or incorrectly destroyed. For non-paper (electronic/machine readable) media (audio tapes, videotapes, CD's DVD's diskettes, microform, portable drives, etc), a \$10.00 per media unit charge

shall apply. No charge shall be assessed by the County for cartons/materials already designated by the County as slated for destruction/shredding.

M. Invoices

The Contractor shall submit invoices monthly to the attention of the Chesterfield County Records Administrator in the Department of General Services for processing. Invoices shall include both a summary of all storage fees and of all service requests for the previous month (a “coversheet” used as the actual invoice”), and a detailed list of storage utilization and services requested on a per County Department basis.

Unless noted otherwise, the charges offered by the Contractor are inclusive of the activity; for example, the cost of an inventory report includes the labor cost of producing it; the cost of shredding a box of records includes disposing of the shredded material, etc.; the cost of transporting the existing boxes from the current vendor’s warehouse includes labor, etc. Moreover, Contractor may at its discretion elect to NOT charge a different / additional amount for some items; as in pick-up or delivery of more than 30 boxes at a time – you may wish to go with one per box fee no matter how many boxes are involved; remember that you must account for all charges on your invoice.

The County objects to “breathing our air” charges. If you stipulate a loading dock charge, we will stipulate that we specifically do not want you to utilize your loading dock. If you charge for receiving a fax, we will rely on the telephone or e-mail. If there are additional services, please list on an additional page and attach to your response.

N. Legal

The Contractor should inform the Chesterfield County Attorney, at (804)748-1491, within fifteen minutes of receipt of any bona fide subpoena received by the Contractor from any party that is seeking access to or seizure of any Chesterfield County records. Contractor must not respond to any Freedom Of Information act (FOIA) request pertaining to Chesterfield County records, but must forward any such FOIA request to the County Attorney. In the event of a disagreement between the Contractor and the County, the Contractor shall continue to allow full access to all County records, which are considered public records, while the dispute is being resolved. Public records shall not be held “hostage” in any such dispute and the Contractor shall continue to provide all levels of contractual services and storage even though the Contractor may be in adverse litigation with the County.

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in four (4) copies, marked “Offsite Records Management and Storage”

will be received no later than 5:00 p.m., Local Time Prevailing, on _____, in:

Chesterfield County Purchasing Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
P.O. Box 51
Chesterfield, Virginia 23832-0001
Monday-Friday 8:30 a.m. – 5:00 p.m.

2. Should you decide to utilize an express delivery service, please note that we are located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP#** _____ and proposal subject, "Offsite Records Management and Storage".
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or E-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at

www.chesterfield.gov/purchasing

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
3. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
 - c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
 - d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
 - e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
 - f. References - All offerors should include a list of a minimum of three references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints.

Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.

- g. Cost of each good/service listed in the Pricing Schedule.

V. TERMS AND CONDITIONS

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Purchasing Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Chesterfield County Purchasing Department acts as purchasing agent. The term "County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

A. GENERAL TERMS AND CONDITIONS

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each offeror is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The County and Contractor bind themselves, and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted

by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

5. **Change Orders:** Change orders must be approved by the County prior to work being performed.
6. **Commitment to Diversity and Chesterfield Businesses:**
 - a. Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.
 - b. Definitions:
 - i. Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
 - ii. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia* Section 2.2-4310, as amended)

- iii. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. (*Code of Virginia* Section 2.2-4310, as amended)
 - iv. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia* Section 2.2-4310, as amended)
 - v. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* Section 2.2-4310, as amended)
- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. (*Code of Virginia* Section 2.2-4310, as amended)

- 7. **Contract Execution:** Though the term “County” is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
- 8. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 9. **Contractor’s Authorization to Transact Business:** In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or

authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT A.

10. **Copyrights or Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
11. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
12. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
 - a. During the performance of this contract, the Contractor agrees to
 - i. provide a drug-free workplace for the Contractor's employees;
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in

accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. Employment Discrimination: (*Code of Virginia* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. Environmental Management Procedures: The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Chesterfield County's General Services - Environmental Division maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard. The Offeror shall review and comply with the Contractor Environmental Guidelines (ENVMGT.FORM.0011) and Environmental Policy accessible at www.chesterfield.gov/purchasing. The Contractor shall work with the county Project Manager to manage and control those activities that may cause a significant environmental impact or safety hazard. Proposal pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.

15. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

16. Faith-Based Organizations: (*Code of Virginia* Section 2.2-4343.1, as amended) The

County does not discriminate against faith-based organizations.

17. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
18. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
19. **Illegal Aliens:** (*Code of Virginia* Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
20. **Indemnification:** The Contractor shall hold harmless and indemnify the County, its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
21. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
22. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
23. **Online Terms of Service:** The offeror shall submit Terms of Service with the proposal for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
24. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of *Code of Virginia* Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
25. **Precedence of Terms:** All Special Terms and Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
26. **Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states:

“Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

27. Quality Expectation Statement: The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County’s total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services products with a target of “zero defects – zero rework”.

28. References: If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the offeror.

29. Safety:

- a. The Contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*/Virginia Occupational Safety and Health shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
- b. The Contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s employees from the work site.
- c. Any activities of the Contractor determined to be hazardous by the County, shall be immediately discontinued by the Contractor upon receipt of either a written or

verbal notice from the County to discontinue such activities.

- d. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.

- 30. Sensitive Information Handling:** Any information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his designee.
- 31. Taxes:** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
- 32. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- 33. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
- a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 - b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County

to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

34. Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

35. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

B. SPECIAL TERMS AND CONDITIONS

1. Access to County Property: Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building. Employees will be required to obtain County issued contract employee identification cards and display the cards at all times while working on County property. Identification cards will be issued by appointment only after completion of an identification card application. Upon award of the contract, the Contractor shall contact the Office of Security Management at (804) 717-6843 to schedule an appointment.

2. Contract Term/Contract Renewal/Contract Extension

a. Contract Term

The initial term of this contract shall be effective from date of award through September 30, 2027.

b. Contract Renewal (requirements contract based on unit prices)

This contract may be renewed by the County for **four successive five-year periods** under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- i. If the County elects to exercise the option to renew the contract for an additional five-year period, the contract price(s) for the additional five years shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Warehousing, Storage, and Related Services category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are

available. The source for this index shall be the following:

[/http://www.bls.gov/ppi](http://www.bls.gov/ppi)

- ii. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Warehousing, Storage, and Related Services category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following:
<http://www.bls.gov/ppi>

c. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

3. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of *Code of Virginia*, Section 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
4. **Delivery of Services – Routine Requests:** The Contractor shall be required to respond to routine requests for service within four (4) hours of receipt of the request. A return call from the Contractor acknowledging the request and scheduling (1) a site visit for reviewing and estimating the work or (2) scheduling the work, will be considered an acceptable response.
5. **Information Security General Protection:** The Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained and transmitted sensitive information received from, or on behalf of a county or school employee, student, citizen, or county/school business function. These measures will be extended to all subcontractors used by the Contractor.

The purchase and implementation of a new county solution requires use of a formal assessment review process which evaluates a Contractor's system/solution security and risk level prior to finalizing acquisition. The Security Review includes a due diligence Risk Analysis which is conducted prior to final acquisition by Chesterfield County Information Security and Technical staff in consultation with the Contractor. The review will analyze minimum information security requirements as described in

the Technical Information Security Requirements Questions - **ATTACHMENT B**.
Response to Attachment B shall only be required upon notification by the County.

- a. The Offeror agrees to follow county procedures for performing the information security risk analysis and providing answers to the Technical Information Security Requirements to ensure compliance with Federal and State laws and regulations, County policies and security standards and baselines for the data classification level.
 - b. If notified, the Offeror shall respond to the questionnaire to determine the extent to which security controls are implemented, operate as intended, and produce the desired outcome with respect to meeting security requirements.
 - c. Information Systems Technology (IST) staff will review the results and reserves the right to verify the Offeror responses prior to an award recommendation.
 - d. Identified gaps between required information security controls for the data classification level and the Offeror's implementation as documented in the System Risk Assessment Report shall be tracked by the Offeror for mitigation. Depending on the severity of the gaps, the County may require the gaps to be remediated before contract award.
 - e. The Offeror is responsible for mitigating all system specific security risks identified in the vulnerability analysis within the time frames reported in the System Risk Assessment Report. Chesterfield County IST will determine the risk rating of vulnerabilities.
6. **Inspection of Offeror's Facilities:** The County reserves the right, at its option, to conduct on-site inspections of any Offeror's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
7. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the proposal.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of

companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- f. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- a. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- b. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- c. Umbrella Liability in excess of Commercial General Liability and Automobile Liability: \$2,000,000 per occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the County as an additional insured), Business Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

- g. Must reflect that the Commercial General Liability policy names Chesterfield County Public Schools, the County of Chesterfield, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of Chesterfield County Public Schools and the County of Chesterfield for this policy period.

- d. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County;
- e. Must have an authorized signature;
- f. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P.O. Box 51
Chesterfield, VA 23832-0001

8. **Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

The party to whom the contract is awarded will be required to execute the contract and obtain the labor and material payment bond and the performance bond within fifteen calendar days from the date when the Notice of Award together with the contract is delivered to the Contractor for execution.

Attorneys-in-fact who sign labor and material payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance bond and the accompanying power of attorney should bear the same date as the date of the contract.

9. **Protection of County Data:** The Contractor shall maintain efficient and effective processes in place to approve access requests to systems containing County data, shall promptly remove access upon relevant personnel actions (hire, termination, transfer, contract ending, etc.), and shall monitor access accounts for dormant or inactive accounts. The Contractor shall utilize encryption technologies to ensure County data in any form cannot be compromised in any way if the data was sniffed, hi-jacked, lost, stolen, or otherwise compromised.

The Contractor shall utilize secure mailing services for sensitive media such as certified courier systems, WINZip or PGP Password Protected files, Secure FTP or other such industry secure transmission methods.

The Contractor shall ensure that any media identified for disposal shall have all County data erased, whether by degaussing activities, file re-write, physical destruction of the media (shattering), or other such information technology industry

approved disposal methods.

The Contractor shall notify the County of an incident immediately as soon as it is known that County data potentially has been exposed or compromised.

- 10. Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

- 11. Software License(s):** All software license(s) included with required software product shall be on a non-exclusive, irrevocable perpetual basis and shall commence upon the acceptance of the Software Product by the County. Notwithstanding the foregoing, the County may terminate the license at any time. All licenses granted to the County are for the use of the Software Product at the site specified herein on any equipment, by the number of users indicated, and for any purposes for which it is procured. The license is perpetual and in no event shall Contractor's remedies for any breach of the contract include the right to terminate any license or support services hereunder.

- 12. Software Support:** As part of the software purchase price, five (50) years software support for each item shall be included. Support shall include phone support and all software updates. Updates shall include Correction Releases, Point Releases, and Level Releases. Support begins on the first day of the month after the software is installed by Contractor. Purchase price for third party products shall also include one year software support.

Space has been provided in the Pricing Schedule for pricing for Year(s) 5-10 Software Support.

- 13. Software Title:** The Contractor represents and warrants that it is the sole owner of the software product, or if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in this contract. Contractor further warrants and represents that the software product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. The Contractor agrees to hold the County harmless in this regard.

- 14. Student Data Privacy Requirements:** The Contractor acknowledges that any Student Data shared by CCPS is covered and protected under The Family Education Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31

("FERPA").

The Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 CFR 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from CCPS may use the information, but only for the purposes for which the disclosure was made. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be used solely for the purposes described in the scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such information. All Student Data provided to the Contractor by CCPS under the agreement is and shall remain the property of CCPS.

Contractor agrees to hold the Student Data in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purpose whatsoever, except as specifically authorized and to advise each of its employees and agents of their obligation to keep such information confidential.

If Contractor becomes legally compelled to disclose any Student Data, whether by judicial or administrative order, applicable law or regulation, or otherwise, then Contractor shall use all reasonable efforts to provide CCPS with prior notice before disclosure so that CCPS may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Contractor will only disclose only that portion of the Student Data that it is legally required to disclose.

Contractor agrees to use appropriate administrative, technical and physical safeguards to protect the Student Data. Authorization should be based on the principles of need to know, least privilege and separation of duties. Secured storage should be used to protect the Student Data and encryption should be used when transmitting the data over unsecured means (such as email).

Contractor agrees to notify CCPS within 48 hours of any known or suspected data breach of any unauthorized disclosure of Student Data.

VI. PRICING SCHEDULE

<u>Initial Transition Fee</u>				
Item	Quantity	Description	Price	Total Price
1.	26,000 Cartons	Initial Transport including staging/preparation (palletizing/shrinkwrapping, etc.) of boxes from Incumbent's location, and re-barcoding Cartons if necessary, and Data Entry, if applicable.	\$ per carton	\$
Total Initial Transition Fee:			\$	
<u>Monthly Storage Fees</u>				
Item	Quantity	Description	Price	Total Price
1.	23,000 Cartons	Monthly storage fee for non-climate controlled area per standard carton of 15" x 12" x 10"	\$ per carton	\$
2.	3200 cubic feet	Monthly storage fee for non-climate controlled area for non-standard carton per cubic foot.	\$ per cubic foot	\$
3.	250 tubes	Monthly storage fee for non-climate controlled area per drawing tube	\$ per tube	\$
4.	1300 cartons	Monthly storage fee for climate controlled area per standard carton of 15" x 12" x 10" – electronic media and/or paper	\$ per carton	\$
5.	100 cubic feet	Monthly storage fee for climate controlled area for non-standard carton per cubic foot (excluding items 6-10)	\$ per cubic foot	\$
6.	6 cases	Monthly storage fee for climate controlled area storage of audio tapes – Small Case, up to 20 tapes	\$ per case	\$
7.	3 cases	Monthly storage fee for climate controlled area storage of audio tapes – Medium Case, over 20 and up to 50 tapes	\$ per case	\$
8.	2 cases	Monthly storage fee for climate controlled area storage of audio tapes – Large Case, 50 tapes and over	\$ per case	\$
9.	50 cartons	Monthly storage fee for vault area per standard carton of 15" x 12" x 10", if vault is not the same as the climate controlled facility; if it is, this charge must be the same as #4 above	\$ per carton	\$
10.	25 cubic feet	Monthly storage fee for vault area for non-standard carton per cubic foot if vault is not the same as the climate controlled facility; if it is, this charge must be the same as #5 above	\$ per cubic foot	\$

Total Monthly Storage Fees	\$
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<u>Standard Pick-Up and Delivery Fees</u>				
Item	Quantity	Description	Price	Total Price
1.	750 trips	Transportation Fee – travel by the Contractor to a Chesterfield County Campus and/or to each off Campus facility. (only one charge allowed per trip to Campus regardless of number of stops on Campus; trips to remote facilities may be charged per each trip made)	\$ per trip	\$
2.	4000 stops	Per stop at County location to pick up or deliver boxes; not the same as the Transportation Fee	\$ per stop	\$
3.	1100 cartons	Additional Carton Fee – pick-up or delivery requests that exceeds more than 30 cartons on a single stop	\$ per carton	\$
Total Standard Pick-up and Delivery Fees			\$	

<u>Emergency Delivery Fees</u>				
Item	Quantity	Description	Price	Total Price
1.	50 cartons	Emergency Retrieval Fee – Removal (pulling from the shelves) of a carton from the storage facility, per request by the County for emergency or rush delivery.	\$ per carton	
2.	15 trips	Emergency TRIP to County facility to deliver a box or boxes within one (1) hour of request during normal business hours of 8:30 a.m. to 5:00 p.m. local time.	\$ per emergency trip	\$
3.	15 deliveries	Delivery (not TRIP) to Chesterfield County location within one (1) hour of request during normal business hours of 8:30 a.m. to 5:00 p.m. local time.	\$ per carton	
4.	35 trips	Emergency TRIP to County facility to deliver a box or boxes within two (2) hours of request during normal business hours of 8:30 a.m. to 5:00 p.m. local time.	\$ per trip	\$
5.	35 deliveries	Delivery (not TRIP) to Chesterfield County location within two (2) hours of request during normal business hours of 8:30 a.m. to 5:00 p.m. local time.	\$ per carton	
Total Emergency Delivery Fees			\$	

<u>Contract Services</u>				
Item	Quantity	Description	Price	Total Price
1.	2800 cartons	Processing of New Cartons – New Cartons only. Fee to include all costs associated with assigning a location, adding carton information to database, labeling carton, placing carton in storage, etc. Note that County Records Administrator does all data entry for new boxes and most workorders, but Contractor must assign warehouse location, etc.	\$ per carton	\$
2.	1500 cartons	Pulling from the shelves and Returning to the shelves (must be same price) – Removing a carton for delivery or returning a carton to its already specified and reserved location in the storage facility; <u>note also this is the maximum allowable charge per carton when/if the cartons are removed at contract expiration or termination.</u> Please initial here: _____	\$ per carton	\$
3.		Permanent removal of a carton from storage which will either not be returned to storage or destroyed by shredding - pertains to the processing only (pulling and delivery charges are as noted in #2 above; shredding is in #5 below)	\$ per carton	\$
4.		Database or other processing systems utilized at contract expiration or termination	None allowed	\$0.00
5.	66,000 pounds	Destruction (Paper Only)	\$ per pound	\$
6.	250 pounds	Destruction (Non-Paper only; will all be machine-readable media only)	\$ per pound	\$
7.	1200 cartons	Cartons – Provide 1.2 Cubic Foot, lidded carton unassembled to the County	\$ per carton	\$
8.		Labor Charge – Contractor provided tasks not listed in this contract. (Must be approved by the County prior to commencing)	\$ per hour	\$
9.		Additional Charges for _____ (all inclusive – includes labor and materials)	\$ per	\$
Total Contractual Services			\$	

<u>Database Services</u>				
Item	Quantity	Description	Price	Total Price
N/A	N/A	Name/Type of Online Records Access System <hr/> _____ Proprietary to Contractor; or _____ owned by third party <hr/> (Name of Third Party) Commercially available off-the-shelf ____Y ____N	N/A	N/A
1.	Life of contract	Use of system – The County's use of the Offeror's Online Records Access System. Includes data entry, routine administrative tasks (such as adding/deleting users and locations), day-to-day activities associated with requesting pick-up and deliveries, inventory research, etc. ; one (1) user only	\$ per month	\$
2.		Modification to system – Cost of County requested Modifications of the On-line records database	\$ per hour	\$
3.		Training (Excluding initial training) – Additional user training as requested by the County at a Chesterfield County facility.	\$ per hour	\$
4.		Standard Reports – requested by County Records Administrator: inventory and activity reports	\$ per report	\$
5.		Custom Reports – Requested by the County to obtain information for specialized management requests. Only information which may be derived from the existing database may be requested in any such custom report	\$ per hour; or \$ per report	\$
Total Database Services			\$	
Grand Total Pricing			\$	

VII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Transition Timeline – transport of all records to new facility	10
2. Offeror's Facility and capability to respond to requests in a timely and flexible manner	30
3. Usability and robustness of online database	25
4. Security Capabilities	10
5. Document destruction process	5
6. Cost of Services	20

VIII. AWARD PROCEDURE

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

☐ a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT B - Technical Information Security Requirements

IX. Compliance/Certification

- A. Please describe your organization's ISO 27001/ISO 27002 certification or compliance status.
- B. Please describe your organization's SSAE No. 16 Attestation status.
- C. Please describe this system's compliance with NIST 800-53 v4 controls.
- D. Please describe any third party licenses required for the software. Please describe the process for upgrading, fixing and supporting the third party software.
- E. Please confirm that exchanges of sensitive data shall be approved in writing by Chesterfield County before any sensitive data is released to others by the Contractor. Please verify where data will reside.

X. Authentication

- A. Please describe how the application authenticates users.
- B. Please describe how the application interfaces with Active Directory.
- C. Does the solution require unique authentication in order to access the system?
- D. Please describe any single sign on capabilities of the system.
- E. Please describe the ability to accommodate enhanced security requirements, such as dual authentication.

XI. Role-Based Access

- A. Please describe the system's ability to set access based on role within the system.
- B. Please describe the system's ability to set access based on department within the system.
- C. Please describe the system's ability to allow users to designate certain fields as confidential and restrict access to those fields.
- D. Please describe how the solution allows for the designation of a system administrator separate from the security administrator or data users.
- E. Please describe how the solution restricts access by user id.
- F. Please describe how the solution restricts access by database table.
- G. Please describe how the solution restricts access by transaction type.
- H. Please describe how the solution restricts access by screen or menu.
- I. Please describe how the solution restricts access by report type.
- J. Please describe the system's security controls to define users authorized to perform the following:
 - 1. Log On
 - 2. Add Data

3. Delete Data
4. Change Data
5. View Data
6. Search data
7. Approve data
K. Please describe security reports showing:
1. Authorized system use
2. Unauthorized system use
3. Security profiles by user (indicates multiple profiles)
4. Effective dates security changes
XII. <u>General Security</u>
A. Please describe your organizations' process to assign clearance levels to internal or sub-contract positions, for accessing sensitive data.
B. Please describe employment and background check processes on employees and subcontractors that will be involved in the direct support or custody of data and processes associated with the proposed solution.
C. Please describe your segregation of duties for staff performing key functions which if not separated may create security collusion or other social engineering risks.
D. Please verify data is secure through the entire life cycle of the system to include data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage and data disposal.
E. Please verify the ability to conduct testing with test or fictitious data (not LIVE data).
F. Please describe policies and procedures for emergency software fixes and patches.
G. Please describe any software escrow assurance.
H. Please verify organization utilizes software for continuous detection and elimination of viruses.
I. Please describe system reconciliation methods to verify consistency and accuracy of data.
J. Please describe information security incident response capability.
K. Please verify Chesterfield County shall be notified within 24 hours of any confirmed data breach.
L. Provide change control processes that document baseline configuration and change control processes over the baseline configuration to ensure only approved and authorized changes are implemented in the system.
M. Please verify use of performance monitoring tools to ensure business solution/system availability.
N. Please describe workforce information security awareness training.

- | | |
|----|---|
| O. | Please describe any vulnerability scanning or penetration testing on your system. |
| P. | Solution has industry standard protection against injection attacks – Please describe your secure coding methods and use of Open Web Application Security Project recommendations to minimize web application security threats (i.e. SQL, OS, PHP, ASL, Shell, HTML/Script, etc). |
| Q. | Please describe any certifications and/or secure coding certifications held by your staff. |

XIII. Password Management

- | | |
|----|--|
| A. | Please verify that you can provide the following password management functionality (by security administrator): |
| | 1. Password length can be defined to a minimum number of positions. |
| | 2. Password aging is a defined maximum number of days. |
| | 3. Password lock-out after defined number of failed attempts. |
| | 4. Notification when number of failed attempts is exceeded. |
| | 5. Passwords can be reset by specified levels of administrators. |
| | 6. Passwords can be changed by users if access password is correct. |
| | 7. Passwords must be case sensitive. |
| | 8. Password must contain alpha-numeric and special characters. |
| | 9. Please describe if passwords should be randomly generated by the system and be sent in an encrypted e-mail to the user so the administrator resetting does not know password. |
| | 10. Secure self-serviced password reset should be allowed. Please describe. |
| | 11. Password cannot be the same as the account name. |
| B. | Please describe ability to disconnect or automatically logs out user session during designated periods of Inactivity. |
| C. | Please describe if system warns user that they will be disconnected before automatically logging off user. |
| D. | Please verify users can be inactivated verses deleted when access is no longer needed. |
| E. | Enforces a limited number of consecutive invalid attempts by a user during an organization defined time period. |
| F. | Please describe ability to limit the number of concurrent sessions for each user to an organization defined number. |

XIV. Encryption

- | | |
|----|--|
| A. | Describe encryption method and strength for passwords in motion. |
|----|--|

- | | |
|----|---|
| B. | Describe encryption method and strength for passwords at rest. |
| C. | Please describe encryption type and level for data in motion. |
| D. | Please describe encryption type and level for data at rest. |
| E. | Describe the methods used to encrypt back-up data, if applicable. |

XV. Audit Trails

- | | |
|----|--|
| A. | Please describe audit records containing information that establish what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event and the identity of any individuals or subjects associated with the event. |
| B. | Please verify all system administrator changes are tracked in audit trails. |
| C. | Please verify all security administrator changes are tracked in audit trails. |
| D. | Please verify there is an audit trail of login attempts. |
| E. | Please verify audit trails can be maintained for a user defined time period. |
| F. | Please verify inactivation of users does not alter audit logs. |
| G. | Please verify: the audit trails can support on-demand audit review, analysis and reporting requirements and after-the fact investigations of security incidents; the generation of audit reports does not alter the original content or time ordering of audit records. |
| H. | Please verify configuration transactions are contained in the audit trails. |
| I. | Please verify all workflow transactions are contained in the audit trails. |
| J. | Please verify audit trails contain the following and cannot be edited: |
| | 1. User ID |
| | 2. Name |
| | 3. IP Address (source or destination) |
| | 4. Date |
| | 5. Time stamps |
| | 6. Event descriptions |
| | 7. Data before changes |
| | 8. Data after changes |
| | 9. Success/fail indications |
| | 10. Access control or flow control rules invoked |
| | 11. Filenames involved |
| K. | 1. Please verify audit reports show the following about interfaces: |
| | a. Documents |

b. Type of transaction

c. Source of transaction

d. Error reports

e. E-mail address if interface fails or is successful

2. Ability to track system generated documents that have been generated for an account/customer.

3. Ability to capture the date and recipients information for files sent to external recipients.

L. Please verify audit information cannot be altered using any software utility.

M. Please verify metadata, if it exists, is included in the audit trail.

XVI. Life Cycle & Disaster Recovery

A. Please describe backup, redundancy and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.

B. Please describe how you maintain and test contingency plans.

C. Please describe any service level agreements associated with the information system.